

AUGUST 7-23, 2015

INDIANA STATE FAIR CONCESSIONS MANUAL

2015

INDIANASTATEFAIR.COM



HOURS OF OPERATION

EXPOSITION HALL

Daily 10 am - 9 pm
Last Sunday 10 am - 8 pm

FOOD CONCESSIONS

Sunday-Thursday 10 am - 10 pm
Friday-Saturday 10 am - 11 pm

MACHINERY FIELD

Daily 10 am - 9 pm

OUTSIDE EXHIBIT BOOTHS

Daily 10 am - 10 pm

CONCESSIONS OFFICE-Administration Building

Beth Jeffries, Vendor Relations Manager
concessions@indianastatefair.com
PHONE NUMBER: (317) 927-7510

LaShanta Gripper, Exposition Hall Manager
concessions@indianastatefair.com
PHONE NUMBER: (317) 927-7510

1202 E. 38th Street
Indianapolis, IN 46205
FAX NUMBER: (317) 927-7695

YEAR-ROUND OFFICE HOURS: Monday-Friday, 8:30 am - 5:00 pm
FAIR OFFICE HOURS: 8:00 am - 6:00 pm

EXPOSITION HALL OFFICE (Fair-Time Only)

PHONE NUMBER: (317) 927-7554
FAIR OFFICE HOURS: 9:00 am - 9:00 pm

INDIANA STATE FAIR DATES

August 7-23, 2015
August 5-21, 2016

2015: THE YEAR OF THE FARMER

2015: Year of the Farmer

The 2015 Indiana State Fair is celebrating the “Year of the Farmer” presented by Dow AgroSciences and the celebration has already begun. So how do you fit in this celebration? Well, any way you choose! Whether it be new menu items for food vendors or specialty items for our other vendors, we look forward to sharing in honoring the great heroes we call farmers. For many years now our research tells us that food is the number one reason folks come to the Fair. We will continue to offer our \$2 Tuesday and our \$5 Foodie Friday as some of our great gate promotions. As evidenced by our amazing attendance on these days, our fairgoers appreciate these discounts, and we appreciate your continued participation. The Signature Food Contest is an excellent way for concessionaire’s to gain media exposure for the 2015 Indiana State Fair. By highlighting the number one reason people attend the Fair – food, the Signature Food Contest also engages our concessionaires in the “Year of the Farmer” campaign. Each year as we strive to keep the value of our fair at its highest for our visitors, we appreciate all of our vendors who are mindful of pricing and providing customers with great value. As always, we love to tell our fairgoers about the next best product and all of the new features of our event, so please share that information with us.

This Concessions Manual has been created as an addendum to your Concessions Contract. By signing the Concessions Contract, you accept the terms and conditions set forth in this Concessions Manual, and agree to abide by both. The following information will assist you in having a successful operation at the State Fair. Please familiarize yourself and your staff with the operational procedures of the Indiana State Fair.

The Indiana State Fair Commission (ISFC) Staff reserves the right to amend, add to, interpret, settle and determine all questions and differences, arising out of, connected with, or incident to the following terms and conditions regarding the State Fair. Unless stated otherwise, the word “Concessionaire” shall mean a Food Concessionaire, Commercial Exhibitor, Exposition Hall Exhibitor, Machinery Field Exhibitor or Outside Exhibitor.

THANK YOU FOR BEING PART OF THE PROUD TRADITION OF THE GREAT INDIANA STATE FAIR - AUGUST 7-23, 2015!

This “Concessions Manual” is herein incorporated into the Concessions Contract.

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EXPOSITION HALL

Vendors who have exhibited in prior years at the Indiana State Fair and have added value to the overall atmosphere in the Exposition Hall will receive primary consideration for space. Actions demonstrating desirability may include, but are not limited to, the following:

- Prior account invoices in good standing
- Ensuring booth location is staffed at all times when building is open
- Products and services exhibited are as described in the application and performed as represented
- Cooperation with the Exposition Hall Manager and Concessions Office if changes are necessary
- Drawings, if applicable, are conducted fairly, and the designated prizes are awarded on a timely basis.
- Minimal noise levels

Booth Staffing Hours:

The Exposition Hall will open to vendors daily at 9:00 am in order to make the appropriate preparations for the day. Vendors and booth staff must show an Exposition Hall Vendor ID Badge to enter prior to the public open hours from 10:00am to 9:00 pm. Any booth re-stocking must be done by entering at the west entrance next to the building parking lot.

To remain in good standing, booths must be staffed during all public open hours.

Contest Drawings:

Contests and drawings must be concluded between 7:00 pm and 8:00 pm on the last day of the State Fair. Exposition Hall vendors must bring their drawing boxes to the Exposition Hall Office to complete their drawings.

Decorator:

All Exposition Hall vendors are encouraged to rent their tables, chairs, drapes, stanchions, etc. from the official decorator of the State Fair. If, however, you have your own tables and chairs, then you are not required to rent them. During the State Fair, the decorator will be located in the east lobby of the Exposition Hall.

Electrical Needs:

Please refer to page 12 for all other electrical requirements and information. Any vendor in the Exposition Hall that needs to make a floor order for electrical equipment and/or services during setup must pay in full with the order. The ISFC is required by law to charge 7 percent sales tax on all electrical charges.

Exhibit Restrictions:

No part of any display, including booth name, may exceed a maximum height of eight (8) feet unless special permission has been granted by the Concessions Office. A common exception is for booths where the height in question pertains to an outside wall. Final written approval will be given at the discretion of the Concessions Office.

Exhibits must also remain inside the dimensions paid for in the Concessions Contract. This means that exhibits cannot extend into the aisles or into a neighboring booth. The Exposition Hall Manager will enforce this policy.

Exhibitor Packet:

At move-in, all Exposition Hall vendors will receive a packet with information pertaining to their booth, including Exposition Hall Exhibitor Badges, Tickets, and Parking Passes and/or Stock Truck Permits as set forth in the Concessions Contract.

Admission Tickets:

Exposition Hall vendors will receive three (3) books of seventeen (17) admission tickets per Concessions Contract, instead of photo I.D. badges. These tickets are for booth employees to gain admission to the State Fair, but will not permit access to the building prior to public open hours. For admission to the Exposition Hall prior to public open hours, please ensure your booth staff has an Exposition Hall Exhibitor ID Badge.

Should you need additional admission tickets, vendors may purchase tickets at a discounted price of \$8 each. These tickets can be purchased at the Exposition Hall office, beginning the Wednesday of move-in.

Insurance Requirements:

Please refer to page 15 for all other insurance requirements and information. Exposition Hall vendors may contact the Concessions Office at concessions@indianastatefair.com or 317-927-7510 to inquire about being added to the ISFC's End User/ TULIP policy that has provided cost-effective coverage for many Concessionaires (typically \$100/booth for the entire Fair).

Move-In:

All fees due for booth space are due prior to move-in and receipt of your Exhibitor Packet. Should you have questions or concerns, please contact the Concessions Office or see the Exposition Hall Manager when you arrive.

Vendor move-in begins on the Wednesday before the opening day of the fair from 7:30 am until 10:00 pm. Those who wish to be admitted outside of these hours must submit a written request to the Concessions Office for approval.

Move-Out:

On the final night of the State Fair, the Exposition Hall will close at 8:00 pm and vendors are not permitted to pack booth items prior to 8:00 pm. Load-out of equipment or displays before 9:00 pm that night is prohibited. Load-out is only permitted through the west doors by the parking lot. No vehicles will be allowed on the east end of the building for load-out. **All exhibits and displays must be removed by Noon on the Monday following the last day of the State Fair.**

Packages:

All shipments of products, printed materials, and mail sent to the grounds must clearly state the Company Name, Building Name, Booth Number, and/or Lot Number. No packages will be accepted at the Exposition Hall before August 5, 2015. Concessionaires must be present to accept all deliveries during the State Fair.

The Indiana State Fairgrounds address should only be used as a shipping address, not a billing address.

Indiana State Fair Commission
1202 East 38th Street
Indianapolis, IN 46205

Parking Policy:

As an Exposition Hall vendor. You will receive one (1) parking pass per Concessions Contract. You have access to the parking lot on the west and south end of the building, but not the north side. Additional parking hang tags are available for purchase at the Exposition Hall Office. They are of a limited quantity and available on a first come, first sold basis.

Towing is enforced in the Exposition Hall parking lot. Please ensure your vehicle has the proper hang tag for the Exposition Hall lot.

Porters:

The State Fair has discontinued the porter program. Any staff that is needed by exhibitors for move-in and move-out must be employees of the exhibiting company. The State Fair will not badge, or approve badging for, porters and the Exposition Hall Manager will remove any unauthorized individuals from the grounds.

Public Open Hours:

The building will open to the public daily at 10:00am, and it will close nightly at 9:00pm unless otherwise informed by the Exposition Hall Manager. The final night of the State Fair, the Exposition Hall will close at 8:00 pm. All State Fair attendees and vendors must be out of the building within sixty (60) minutes after the building closes, unless otherwise approved by the Exposition Hall Manager.

Security:

Security will be on duty in the Exposition Hall twenty-four (24) hours a day starting two (2) days prior to the State Fair. Once the begins, a security representative will be on duty from 9:00 pm to 9:00 am each day. Exposition Hall vendors are required to secure their own property.

Stock Trucks:

As an Exposition Hall vendor, you can purchase a Stock Truck hang tag that enables you to leave your supply truck in the parking lot throughout the State Fair. Stock Trucks must be parked on the far back row of the parking lot and the hang tag must remain visible on the trailer at all times. Stock Truck hang tags are available for purchase at the Exposition Hall Office. They are of a limited quantity and available on a first come, first sold basis.

Towing is enforced in the Exposition Hall parking lot. Please ensure your trailer has the proper hang tag.

ALL CONCESSIONAIRES

ACTIVITY WITHIN CONCESSION SPACE

All Concessionaires shall properly staff their booths at all times during exhibiting hours. Activities must be confined to the allotted space. Sales persons and demonstrators are prohibited from operating or extending their activities into the aisles or streets. Advertising, distributing approved products, hawking and/or distributing hand bills or other similar material is allowed in the contracted space only. Promoting products is allowed, but do not criticize others. Concessionaires shall maintain their areas (and areas adjacent thereto) in a clean and neat manner that is safe for attendees and other individuals on the grounds.

ADMINISTRATIVE FEES

A \$35 administrative fee will be charged for each returned check. This includes any returned checks written to the Fair Bank during the State Fair.

AMERICANS WITH DISABILITIES ACT (ADA)

The Americans with Disabilities Act (ADA) contains certain guidelines regarding public and private facilities and their accessibility to persons with disabilities. These guidelines are a part of State and Federal law.

We want to make ALL visitors feel welcome at the State Fair and need your cooperation. Please familiarize yourself with the ADA and how it impacts your operation. Please make any reasonable and necessary alterations to your facilities, stands, equipment, etc., so that they are accessible to people with disabilities. In addition, by providing disability awareness training to your employees, you will ensure that your employees are familiar with the ADA and the potential needs of persons with disabilities.

Making reasonable and necessary accommodations will be the key to complying with the ADA and meeting our visitors' needs.

If you have questions about the ADA, please contact the Indiana Great Lakes ADA Center - 800-949-4232.

APPEARANCE OF CONTRACTED LOCATION

The Concessionaire shall have all equipment in good, clean, and first-rate condition and is responsible for keeping his or her space clean at all times. Any debris must be promptly removed from inside and around the contracted location and placed in the proper trash containers. Concessionaire shall not permit debris to be in the street. All food and drink Concessionaire personnel must wear clean clothing and aprons at all times. Concessionaire shall promptly clean up its area (and adjacent area) from any spill, equipment/display malfunctions, so as to keep its area (and adjacent areas) safe for all attendees and other individuals at the grounds. The ISFC requires Concessionaires to cover all equipment such as ice boxes and soft drink tanks. Privacy fencing or canvas fencing is required. The Concessions Office shall have the authority to inspect and approve the contracted location. Proper compliance is at the sole discretion of the ISFC.

ASSIGNMENT

Assigning or subcontracting this Concessions Contract, in whole or in any part, without the written consent of the ISFC is prohibited. If a Concessionaire sells his or her business and/or merges with a new owner, the new owner must complete an application.

BACKFLOW DEVICES

The Indiana State Department of Health has approved a backflow prevention device for concessions usage on the grounds. Within a reasonable amount of time before opening for business, Concessionaires shall check with the Concessions Office to ensure that they have the approved device. Concessionaires cannot operate without an approved backflow prevention device. Concessionaires may obtain a backflow device from the Concessions Office at an established charge.

BANK LOCATION & HOURS OF OPERATION

The Bank is located in the Administration Building. It is for the purpose of paying sales percentages and making change (if available) only and is not equipped to cash checks. The Fair Bank will open on the first day of the State Fair. Its hours of operation are 8:00am to 8:00pm.

CAMPGROUNDS

The ISFC has two campgrounds - the Monon Campground and the 46th Street Campground. The Monon Campground is located on the grounds and the 46th Street Campground is located just north of the grounds.

Rates:

Campground rates are \$35.00 per space per night.

The camping fee begins when the camper enters the property regardless of occupancy or hookup. The ISFC reserves the right

to reserve campground sites at its discretion. **Check out time is 1:00 pm.**

Reservations:

In order to reserve a campground site, a three-day, nonrefundable deposit is required and reservations are accepted on a first come first serve basis and must be paid upon return of the Concessions Contract.

Terms & Conditions:

In addition to any separate agreement required by the ISFC for camping, the following terms and conditions must be followed while camping.

- Camping stickers must be displayed on both the camper and vehicle.
- Holding or flagging campground sites for other campers is prohibited.
- Camping is only allowed in assigned spaces. Reservation is for the sleeping unit only. Reservation of a space does NOT guarantee enough room to park any vehicles on reserved lot. All personal vehicles should be parked in the 46th Street parking lot adjacent to the camping area or other designated parking areas. All other vehicles must park in designated areas. Any vehicle in violation of the condition will be towed at the owner's expense. In addition, all campers should come prepared with 25' of water and sewer hose and 25' of electrical cord to reach connections. Also, adapters for 50 amp connections are recommended.
- Do not block access to other campers. Do not block roads, fire lanes, or dump stations.
- Be considerate of your neighbors. Excessive noise or any other disturbing behavior is prohibited.
- Open campfires are prohibited. Only contained cooking grills are permitted.
- All trash must be placed in plastic garbage bags, tied, and left in proper trash containers.
- All animals must be kept on a leash.
- Water and sewage may not be dumped on the surfaces of the grounds.

CARE OF FACILITIES

Concessionaires shall maintain and preserve the facilities and improvements made to the Indiana State Fairgrounds. Tape, stickers, nails, tacks, staples, hooks, screws, permanent markings (such as paint and ink), and other objects, shall not be inserted or placed on or into facility walls, doors, floors, ceilings, trees, or posts. In addition, littering is prohibited on the Indiana State Fairgrounds. Concessionaire shall pay all costs, expenses, fees, and damages if any loss occurs as the result of said acts.

CERTIFICATION

Indiana law requires certification of at least one person per food Concessions Contract who oversees food safety operations within the establishment. This rule requires the person to pass an examination approved by ANSI (American National Standard Institute). The following certifications are recognized by Indiana law: ServSafe, Food Safety Manager Certification Examination, Certified Professional Food Manager. All Concessionaires must submit a copy of their certification to the Concessions Office upon execution and submission of the Concessions Contract to the ISFC.

CONCESSIONAIRE'S ADDRESS

It is the Concessionaire's responsibility to ensure that the Concessions Office has a current mailing address, phone number, and email on file.

CONTENT

Oral and visual advertising, solicitation, and distributed materials must be in good taste. Any defamatory, promiscuous, pornographic, obscene, profane, or vulgar material is prohibited.

CONTEST DRAWINGS

Terms and conditions of contest drawings are as follows:

- All wheels, roll downs, spindles, and games of chance of whatever kind are strictly prohibited.
- All drawing request forms must be approved by the Concessions Office by July 1. New applicants issued a Concessions Contract after June 15 will be given a contest and/or drawing form to be completed and returned with Concessions Contract and full payment. If the form is not returned with Concessions Contract, then no consideration will be given for drawings during the State Fair. There will be no exceptions to this rule.
- If drawings are approved, Concessionaires will receive written notice from the Concessions Office. It is the responsibility of the Concessionaire to ensure that his or her drawing abides by these terms and conditions.
- The Concessionaire's name must be printed on the registration blank supplied to the public. A copy of the registration blank must be filed with the Concessions Office.
- All giveaway items must be approved by the Concessions Office. Promotional giveaways should not be items other Concessionaires are selling or which may conflict with exclusive Concessions Contracts the ISFC may have.
- Drawings will be limited to the fair dates only. Only prizes advertised at the sign-up location may be awarded. No further drawing or purchase is necessary to obtain the prize to be awarded.
- Contests and drawings must be concluded between 7:00 pm and 8:00 pm on the last day of the State Fair.

CONTRACT CHANGES

Any requests for changes to Concessions Contract and/or locations must be submitted in writing. Any Concessionaire wishing to change and/or add products to his or her Concessions Contract must send a request in writing to the Concessions Office for review. Please do not write any changes on the Concessions Contract. No changes or additions will be permitted after July 1. Acceptance or denial of requests will be given in writing by the ISFC.

CONTRACT OBLIGATIONS

Concessionaire contract obligations include, but are not limited to, the following:

- Making all payments as required within the guidelines of the Concessions Contract.
- Organizing an attractive display.
- Being ready and open for business beginning the first day of the fair and continuing each day through the conclusion of the State Fair. Concessionaires shall not close down their operation or display until released by the Concessions Office on the last day of the State Fair.

CONTRACT TERM

Each Concessions Contract signed is for the 2015 Indiana State Fair only. Concessions Contracts for future years are at the discretion of the ISFC.

CONTRACTS DUE

All returning Concessionaires will have thirty (30) days from the Concessions Contract issue date to return their Concessions Contracts along with the required deposit. All remaining charges must be paid in full before July 1. Non-compliance will prevent Concessionaire from being allowed to setup.

New applicants signing Concessions Contracts that are due after June 1 will be required to pay the full Concessions Contract amount, including all utilities, upon signing the Concessions Contract. Concessionaires signing after June 1 shall return their Concessions Contracts with the full Concessions Contract payment within ten (10) business days of issue date.

Any Concessionaires who sign their Concessions Contracts after July 1 will be required to pay the full Concessions Contract amount to the Concessions Office, including all utilities, upon signing the Concessions Contract. The following forms of payment will be accepted: cashier's check, cash, and credit card.

CREDENTIAL PACKETS

Concessionaires must pick up their credential packets in the Concessions Office and Badges in the Human Resources Office (located in the Public Safety Building) when they arrive for setup.

DECORATOR

All Concessionaires are encouraged to rent their tables, chairs, drapes, stanchions, etc. from the official decorator of the State Fair. If, however, Concessionaires own their own tables and chairs, then they are not required to rent them. During the State Fair, the decorator will be located in the east lobby of the Exposition Hall.

DELIVERY VEHICLE INSPECTION

The drivers of any delivery vehicles entering the grounds at any time will require a delivery identification badge. These vehicles will be allowed to enter at Gate 16 only and will be inspected by a security staff person. No exceptions will be made to this rule. Please coordinate the arrival of any deliveries with the Concessions Office.

ELECTRICAL NEEDS

Any Concessionaires in the Exposition Hall that need to make a floor order for electrical equipment and/or services during setup must pay in full with the order. The ISFC is required by law to charge 7 percent sales tax on all electrical charges.

All outside Concessionaires that need an electrical connection must have a fuse disconnect (see photo below), MINIMUM 30 AMP, 2 POLE AND 50' 10-4 RUBBER CORD, PLUS QUAD BOX. If a 60, 100 or 200 AMP service is needed, please bring a fuse disconnect that meets those requirements accordingly. Electrical services will not be rendered without a fuse disconnect box. Concessionaires can purchase them at any hardware store or can rent or purchase one from Ermco Electric for the State Fair. ERMCO Electric can be reached at 317-780-2923.



EMERGENCY NOTIFICATION

The State Fair will be instituting emergency notification protocols for the 2014 State Fair. Each concessions vendor will be required to designate at least TWO points of contact for the operation (larger operations may provide more than two contacts). These people will be included in the mass notification system and will receive notification of any emergency situation on the grounds that will impact Concessions operations. These points of contacts will be responsible for disseminating information to all staff. The Concessions Office may also elect to utilize the mass notification system for non-emergency notification as well.

EQUIPMENT MOVE-IN & MOVE-OUT

Any Concessionaire wanting to move in equipment or stands prior to one (1) week before the opening of the fair must have written approval from the Concessions Office of the ISFC. Please submit your request in writing. Approved Concessionaires moving in prior to the Friday before the fair opens may be charged a storage fee.

The ISFC shall not assume liability for any equipment, stands, or displays placed within the boundaries of the Indiana State Fairgrounds prior to, during, or after the State Fair. All of Concessionaires' electric, gas, and/or other mechanical equipment/tools shall be in good working order, and Concessionaires shall routinely inspect such equipment/tools during the fair and promptly remedy and/or remove from the grounds any equipment/tools that are not properly functioning. The ISFC reserves the right to inspect and require Concessionaires to remove any equipment/tools from the grounds in its sole discretion, failing which, the ISFC may remove said equipment/tools in its sole discretion and at Concessionaire's expense.

If any equipment needs to be delivered or removed from the grounds during the State Fair, the Concessionaire must notify the Concessions Office with reasonable advance notice, and abide by the ISFC's directives on timing and manner of the move. A requisition form must be completed and presented at Gate 16 in order to exit the grounds with equipment. Anyone leaving the grounds without the proper requisition form will be stopped.

All Concessionaires in the Machinery Field must remain open until at least 9:00pm on the last day of the State Fair. Any Concessionaire who leaves or dismantles his or her display prior to 9:00pm will be in violation of his or her Concessions Contract.

All equipment must be removed within forty-eight (48) hours of the fair closing.

EXHIBIT SPACE

The display of all signs and pictures, the distribution of all advertising material and literature of any character, the installation of all decorations, and the alteration of appearance of the concession space shall be subject to the supervision and ultimate control of the Concessions Office.

Unless approved, combustibles are prohibited. No gasoline, propane gas, acetylene, inflammable oils, or explosives will, under any circumstances, be allowed in the exhibit. No alcoholic beverages of any type are allowed to be sold, consumed, or transported onto the grounds at any time during the State Fair. No weapons, including, but not limited to, guns, any type of missile, or knives not used for food preparation, are allowed on the grounds at any time during the State Fair. No person in possession of a deadly weapon shall be permitted onto or be permitted to remain on the grounds; any person properly licensed to carry a firearm must secure the firearm in a locked compartment of his/her vehicle and it shall not be visible to a passerby (Indiana Administrative Code 80-4-4-4).

The only animals permitted on the grounds are: animals registered, boarded, entered for, or that will be registered, boarded or entered for exhibition, show or other competition at the State Fair; animals that will be used in a scheduled performance or to perform work at the State Fair; law enforcement animals and service animals. Household and family pets, whether domestic or wild, and service animals not recognized by the Americans with Disabilities Act (ADA) Section 36.104 are not permitted on the grounds during the State Fair. No person in possession of or having control over an unauthorized animal shall be permitted onto or be permitted to remain on the grounds (Indiana Administrative Code 80-4-4-5). Animals entered for exhibition, show or competition and animals scheduled to perform must remain in approved areas at all times. See individual terms and conditions for specific information.

No alcoholic beverage shall be consumed on the grounds except as permitted under state law. In no event may any alcoholic beverage be consumed in grounds lodging and as set forth in the Terms and Conditions for 4-H Exhibitor Housing, and camping at the grounds.

No part of a Concessionaire's contracted location shall extend into aisle ways, over the sidewalk, or into the street.

FAIR ADMISSION TICKETS

Concessionaires must purchase all discounted admission tickets for all employees without an ID badge through the Concessions Office. Discounted tickets are available to Concessionaires at a price of \$8 each.

Concessionaires in the Exposition Hall may purchase tickets, starting on the Wednesday prior to the opening day of the State Fair, at the Exposition Hall Office.

FORCE MAJEURE

In the event that either party is unable to perform any of its obligations under this Concessions Contract or to enjoy any of its benefits because of natural disaster, environmental contamination, hostile military or paramilitary action, riot, or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance.

Upon receipt of such notice, all obligations under this Concessions Contract shall be immediately suspended. If the period of nonperformance continues through the end of the 2015 Indiana State Fair, then any obligations, other than payments due to the ISFC that were due and payable at the time of the notice, that related to the period of time after notice until the close of the 2015 Indiana State Fair, are no longer in effect.

FORKLIFT

Concessionaires must request a forklift driver through the Concessions Office for any loading or unloading that may require one. There will be a charge for the use of a forklift driver of \$55 per half hour, with a half hour minimum. The forklift driver will provide the Concessionaire with a receipt and the Concessionaire will be invoiced for the service.

GOVERNING LAW & VENUE

This Concessions Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Any action must be brought in a court of competent jurisdiction located in Marion County, Indiana.

INSURANCE

Concessionaires may contact the Concessions Office at concessions@indianastatefair.com or 317-927-7510 to inquire about being added to the ISFC's End User/TULIP policy that has provided cost-effective coverage for many Concessionaires (typically \$100/booth for the entire fair).

Concessionaires shall submit a certificate of insurance (the "COI") naming the Indiana State Fair Commission and the State of Indiana as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Concessions Contract.

The following coverage limits apply:

\$2,000,000	Per Occurrence Bodily Injury and Property	Damage
\$2,000,000	Per Occurrence Personal and Advertising	injury
\$2,000,000	General Aggregate and Commercial	Liability
\$1,000,000	Commercial Automobile Liability	
\$2,000,000	Products and Completed Operations	Aggregate
\$5,000	Medical Expense	
\$300,000	Damage to Premises Rented to	Concessionaire

Concessionaire shall submit the COI by July 1, 2015 and shall not be allowed to set-up without an acceptable COI.

The Concessionaire warrants that it has in full force and effect proper Indiana workers compensation insurance to cover Concessionaire employees who come onto the grounds. Concessionaire warrants that no alcohol will be made available in the grounds. **Concessionaire shall be responsible for its own personal property and expressly waives any and all rights of subrogation against the ISFC.** Concessionaire is responsible for maintaining evidence that all of sub-contractors and/or independent contractors are compliant and maintaining the required insurance as though they were parties to the Concessions Contract.

Concessionaire activities that increase insurance premiums, require permits, and/or increase risks to attendees (e.g., pyrotechnics) require the ISFC's prior written approval. The insurance requirements set forth will in no way be intended to modify, reduce, or limit the indemnification herein made by Concessionaire. Receipt by the ISFC of a Certificate of Insurance, endorsement or policy of insurance which is more restrictive than the contracted requirements for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same, nor is any verbal agreement to modify same permissible or binding. Any agreement to amend this provision of the Concessions Contract must be in writing signed by the parties.

Failure to provide insurance as required in the Concessions Contract shall be deemed a material breach entitling the ISFC to immediately terminate the Concessions Contract.

INDEMNIFICATION

To the fullest extent permitted by law, Concessionaire agrees to indemnify, defend and hold harmless the ISFC and the State of Indiana, its agents, officers and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of Concessionaire and/or its subcontractors, if any, in the performance of this Concessions Contract regardless of concurrent negligence. Any defense shall be provided by counsel approved by the ISFC. The ISFC and the State Fair shall not provide such indemnification to Concessionaire.

INDIANA TORT CLAIMS ACT

Pursuant to IC 34-13-3, et seq., the ISFC is covered by the Indiana Tort Claims Act. The ISFC is not obligated to indemnify or defend Concessionaire or its employees, agents, or affiliates for anything arising out of or relating to the Concessions Contract.

INDIANA STATE DEPARTMENT OF HEALTH

All food and beverage operations, including, but not limited to, commodity groups and not-for-profit entities, agree that for the purpose of this Concessions Contract, that they shall comply with all applicable state and local statutes, rules, and ordinances related to temporary food establishments and mobile retail food establishments, including, but not limited to, the provisions of IC 16-42-5, 410 IAC 7-22, and 410 IAC 7-24.

All food and beverage operations, including, but not limited to, commodity groups and not-for-profit entities, agree that they shall submit to inspection(s) by the Indiana Department of Health (ISDH) as a material term and condition of this Concessions Contract.

The ISFC, working in cooperation with the ISDH, is committed to providing a safe and enjoyable experience event attendees at the Indiana State Fairgrounds with respect to food concessions. The following are protocols for inspections and enforcement of food safety regulations at the Indiana State Fairgrounds:

1. The ISFC will enforce food stand health violations during the State Fair.
2. The ISDH will communicate any concerns to ISFC staff during the event as timely as possible to ensure corrective action is immediate.
3. In addition to appropriate corrective actions, the ISFC will take any necessary enforcement action upon the recommendation of the ISDH, which include but are not limited to:
 - a. Removal of food products or an employee from the location;
 - b. Closing the food stand during the State Fair or during other events; and;
 - c. Potential loss of Concessions Contract for concessions in future years.

Required Training Seminar:

All Concessionaires selling food and/or demonstrating the preparation of food are required to attend a training seminar conducted by representatives from the ISDH and the State Fire Marshal's Office. The **owner/operator** from each food vending company who has oversight responsibilities will be required to attend one of the two training seminars prior to the opening of the State Fair.

INDIANA STATE FIRE MARSHAL (ISFM)

The following regulations are mandatory and must be followed by all Concessionaires. It is further understood that all Concessionaires are required to comply with all licenses, permits, certificates, authorizations, and any and all laws, rules or regulations of the ISDH, ISFM, or any and all other governmental agencies having jurisdiction over the Concessionaire's facilities and operations.

Rules & Regulations:

- Any cooking that releases grease laden vapors shall have a "hood system" covering the entire cooking surface with proper ventilation to outside air.
- If cooking under a tent, please consult with the Concessions Office for regulations.
- Every stand is required to have at least one (1) fire extinguisher (5 lb minimum). Food vendors using deep fat fryers must have a "Class K" fire extinguisher.
- No display or exhibit shall be installed or operated that will interfere in any way with access to any exit or with the visibility of any exit or exit sign. No display shall block access to fire fighter equipment, such as fire extinguisher stations, fire hose cabinets, and fire hydrants.
- Any paper or fabric used in a display or exhibit shall be flame resistant or treated with an approved fire retardant solution prior to opening the display or exhibit.
- All electrical extension cords must be the "three wire, #14 grounded, hard usage type" or larger. All extension wiring shall be protected from physical damage. Only listed extension cords shall be used. Homemade cords are prohibited.
- The use, storage, and handling of all flammable and combustible liquids shall be subject to written approval from the ISFM.
- All liquefied petroleum gas tanks shall be located on the exterior of buildings or tents and shall be properly secured.
- Any exhibition of motorized vehicles with gasoline internal combustion engines inside a facility shall require the following:
 - a) All gasoline must be drained from the tank, allowing only enough gasoline to enable a vehicle to be driven in and out of the building. The gas cap must be taped in place to deter removal.
 - b) The battery must be disconnected.
- Tobacco products are prohibited in all ISFC buildings.
- All decorations and booth materials must be flame resistant or treated with an approved fire retardant solution and are subject to testing and approval of the ISFM.

INTERNET/TELEPHONE SERVICES

All Concessionaires must purchase internet, wired or wireless, and telephone services from the official communications contractor of the State Fair, Ermco Electric. Prior to the State Fair, Concessionaires will be mailed information regarding these services.

ISFC EQUIPMENT OR SERVICES

Any Concessionaire requesting to use ISFC equipment, such as forklifts, tractors, etc., will need to schedule ahead of time through the Concessions Office. An established fee will be charged for services rendered by the ISFC. Check with the ISFC Concessions Office for quote.

LEGAL RELATIONSHIP

Concessionaire is performing as an independent entity under this Concessions Contract and no part of this Concessions Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement.

MENUS

All eating establishments must keep their menu and prices posted in plain sight of the public. Listed prices must include sales tax. All Concessionaires must complete and submit a menu for each contracted location to the Concessions Office. This menu must include all items sold, their portion sizes, and prices. Only approved items from the Concessions Contract may be on the menu. Only items the Concessionaire plans to sell should be on the menu. The Concessions Office reserves the right to establish minimum and/or maximum food and drink prices.

MERGER, MODIFICATION, SEVERABILITY & WAIVER

The Concessions Contract constitutes the entire agreement between the ISFC and Concessionaire. No understandings, agreements, or representations, oral or written, not specified within this Concessions Contract will be valid provisions of the Concessions Contract. The Concessions Contract may not be modified, supplemented, or amended, except by written agreement signed by ISFC and Concessionaire. If one or more clauses, sections, or provisions of this Concessions Contract shall be held to be unlawful or unenforceable, it is agreed that the remainder of the Concessions Contract shall remain in full force and effect. No right conferred on either party under the Concessions Contract shall be deemed waived, and no breach of the Concessions Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right.

MOTORIZED CARTS

Subject to ISFC review, Concessionaires wishing to use a motorized cart shall submit a request in writing to the Concessions Office by July 1.

There is a motorized cart permit fee of \$200 per permit. Payment is required upon approval of permit and must be made in advance to receive the motorized cart permit from the Concessions Office.

Between the hours of 10 am and 10 pm, only ISFC authorized vehicles are permitted on the streets, with the exception of EPAMDS.

ON-SITE WHOLESALE PURVEYORS

All Concessionaires are required to purchase items, such as, but not limited to, soft drinks, meats, seafood, poultry, margarine, paper goods, bakery goods, produce, groceries, dairy, and ice products, from the on-site wholesale purveyors.

All Concessionaires are assigned a customer number for each Concessions Contract held. This customer number must be used when ordering products from the on-site wholesale purveyors for each location. Concessionaires who operate more than one (1) stand are responsible for coordinating delivery details with the on-site wholesale purveyors.

No vehicles will be permitted on the main Indiana State Fairgrounds streets after 10:00 am. Please coordinate deliveries accordingly.

Concessionaires agree to help protect attendees from food contamination. Therefore, when an on-site wholesale purveyor makes a delivery to a stand, the Concessionaire must be present to accept and secure the products. If Concessionaire is unable to be present at the time of delivery, he or she must make arrangement to have the on-site wholesale purveyor place the products in a secured location. The on-site wholesale purveyors are prohibited from leaving products unattended or in any unsecured locations.

PARKING

In order to prevent parking problems, all Concessionaires must park in the designated areas. No parking will be permitted in or around the contracted location. The ISFC has an employee parking lot on 46th Street. Concessionaires and their employees shall park in that lot and ride the shuttle onto the grounds.

PERCENTAGE RATES

All Concessionaires assigned to a percentage rate must start paying that percentage the morning following the Concessionaires' first day of sales which includes any sales prior to the opening of the State Fair. Concessionaires represent and warrant that the sales information they submit to the ISFC is true and accurate. Any inaccuracy in sales information submitted to the ISFC subjects the Concessionaire to immediate termination of this Concessions Contract and removal from the grounds.

Electrical, water and all other charges must be paid by Saturday, August 8, 2015.

PHOTO I.D. BADGES

Food vendors will be issued two (2) Identification Badges and one (1) book of tickets for each Concessions Contract signed during the State Fair. The Concessionaire shall determine to whom these I.D. badges are issued. Additional badges may be purchased at the discretion of the contract-holder for a price of \$136.00 per badge. All individuals employed by and/or associated with Concessionaires are subject to background checks by the ISFC. The ISFC maintains sole discretion on refusing entry to the grounds to any individual/employee of Concessionaire. Concessionaire shall ensure that all of its employees/associates/owners are knowledgeable about all of the obligations of Concessionaire hereunder, and that they are not otherwise a safety risk.

Concessionaires in the Exposition Hall, Machinery Field, and Outside Non-Food will receive three (3) books of seventeen (17) tickets per Concessions Contract, instead of photo I.D. badges.

All I.D. badges must be returned to the Concessions Office. For each I.D. badge not returned, the Concessionaire will be charged a fee equal to the current price of seventeen (17) tickets.

PRODUCTS & SERVICES

All items sold, displayed, advertised, promoted or demonstrated must be listed on the Concessions Contract. Any item to be given away must first be approved by the Concessions Office. All products being sold must perform as represented. Helium balloons, lighters, weapons, noisemakers, and items with adhesive backing, such as bumper stickers, stick-on items for clothing, etc., are prohibited.

REPORTING OF SALES

Gross receipts and percentage amounts of all food and beverage concessions shall be reported on a daily basis beginning with the morning after the first day of stand opening which includes any sales prior to the opening of the State Fair. All Concessionaires who are required to pay a percentage of gross receipts must report the previous day's sales to the Bank between the hours of 8:00 am and 11:30 am each day. Payments will be made daily. Final settlement must be made on the final night of the State Fair.

In the credential packet, Concessionaires will receive a percentage book in which to report their sales. Concessionaires with multiple Concessions Contract locations will use only one (1) page per day to report their gross receipts. All Concessionaires will be expected to have their gross sales after tax figures recorded in their percentage books before reporting to the Fair Bank. A sample page will be included in the front of the percentage book. Only the contract-holders or designated person(s) may report the gross sales. This person must be approved by the Concessions Office. Any person who has not been approved will not be allowed to report.

Concessionaires understand that the ISFC may, from time to time, inspect, audit, and/or check the Concessionaire's overall business activity, including cash receipts, for purposes of determining the accuracy of all cash reporting or gross receipts reporting required under the terms of the Concessions Contract location.

RETAIL MERCHANT LICENSE

All Concessionaires doing business in the State of Indiana are required to have a Retail Merchant License for Indiana. A copy of this license must be given to the Concessions Office before Concessionaire will be allowed to setup. To obtain an application, please call (317) 233-4015 or visit www.dor.in.gov.

RIGHT OF RELOCATION

All Concessionaires must check with the Concessions Office before setting up their locations. In the event of an error in contracted space location, the ISFC reserves the right to relocate a Concessionaire to a comparable space.

RIGHT TO REMOVE

The ISFC has the right to require the Exhibitor to remove from the grounds any exhibit, display, handouts, demonstration, entertainment, or other event or item(s) for sale, which the ISFC, in its sole discretion, considers objectionable.

SAFETY

The ISFC has final and complete authority on any issues relating to safety. Both the ISFC and Concessionaire shall

follow the standard operating procedures in ISFC's Comprehensive Emergency Management Plan (CEMP). Concessionaire shall safely carry out its obligations under the Concessions Contract. Concessionaire agrees to prompt and complete compliance with all safety decisions made by the ISFC.

SALES TAX

All Concessionaires are required to comply with all state and local tax laws and regulations. The Indiana Department of Revenue will be on-site during the State Fair. Please note that the Indiana Sales Tax is 7 percent, effective April 1, 2008. All food and beverage sales are to include an additional 2 percent Marion County tax.

SAMPLING

Samples can be **no** larger than a 3 oz portion.

SANITATION EQUIPMENT

Permanent individual sanitary sewer risers, portable water taps, and electrical receptacle stands will be provided for each food service location. Please use sanitary drains for all waste, but refrain from pouring grease down the drains. Grease containers will be provided for grease disposal. Only food-grade hoses will be allowed. No food location will be allowed to operate without said services. The ISDH has final approval on all issues concerning sanitation.

SEVERE WEATHER

In the event of severe weather impacting the grounds, Concessionaires will receive instructions through the Indiana State Fair mass notification system. During a severe weather situation, Concessionaires may be asked to close stands and/or secure items inside and outside stands (i.e. umbrellas, tables, chairs, displays, food prep items, etc.). If it becomes necessary to evacuate stands and move to a safe location, permanent barns and buildings will be used for shelter-in-place (points of refuge) for Concessionaires to seek shelter. Concessionaires should become familiar with the area around their stands and identify the closest permanent structures for shelter.

SHIPMENT OF PACKAGES SENT TO GROUNDS

All shipments of products, printed materials, and mail sent to the grounds must clearly state the Company Name, Building Name, Booth Number, and/or Lot Number.

No packages will be accepted at the Exposition Hall before August 5, 2015. Concessionaires must be present to accept all deliveries during the State Fair.

Please do not use the Indiana State Fairgrounds as a billing address; only as a shipping address.

Indiana State Fair Commission
1202 East 38th Street
Indianapolis, IN 46205

SIGNS

Only professional-looking signs for posting prices, listing products, and other operational functions will be permitted. Hand-written signs are prohibited. All signs and advertising must be displayed within the contracted location.

The ISFC Sign Shop is available to Concessionaires. Signs and banners are competitively priced, professionally designed, and are personally customized to fit Concessionaires' needs. The Sign Shop is located in the Communications Building and can be contacted directly at (317) 927-7573.

SOLICITATION

Soliciting or handing out written materials by any organization, whether religious, charitable, not-for-profit, etc., group, or individual outside of the contracted space is prohibited. Solicitation of funds, including tip jars, will not be permitted. Only those who have signed Concessions Contracts on file with the Concessions Office will be able to operate and/or distribute materials.

SOUND USE

Concessionaires are asked to use caution when using sound in their booths or exhibiting areas. Sound must not cause annoyance to any other Concessionaires, ISFC employees, or attendees. Use of sound systems, recorders, gongs, loud music, or methods of attracting attention is prohibited. The ISFC shall be the sole authority as to what is objectionable, and all such decisions shall be final.

SPONSORSHIPS/EXCLUSIVE/PRODUCTS/COOLING OIL

All Concessionaires must abide by all exclusive Indiana State Fair Sponsorships. Currently, all soft drinks must be Pepsi Products; this includes Aquafina Water. In addition, all cooking oil must be trans-fat free.

STOCK TRUCKS

Stock trucks with or without utilities are available to Concessionaires for an additional charge as space on the grounds permits. These vehicles will be placed throughout the grounds at the discretion of the Concessions Office. Stock trucks may be located in secure, fenced areas. However, it is imperative that Concessionaires ensure that their stock trucks are locked at all times. These areas will be monitored, but the ISFC is not responsible for any damaged or stolen goods. Concessionaires must use their official photo I.D. badges to gain access to these secured areas. Please check with the Concessions Office for information on where individual stock trucks are to be parked. Please be aware that stock truck locations may change from year to year.

TENTS

The ISFC reserves the right to inspect and deem safe any tent or canopy that does not fall under the inspection requirements of the Indiana State Fire Marshal's Office. Only flame-resistant tents are permitted. The standard "pop-up" tent is prohibited. Due to buried electrical lines, when setting up tents, Concessionaires shall use counterweight tie-downs as opposed to tent pegs that are driven into the asphalt and concrete surfaces. If Concessionaire requires tent pegs to be used, Concessionaire is required to notify the Concessions Office to obtain permission. Prior to staking, the stake line must be approved by the ISFC. If Concessionaire fails to obtain approval, Concessionaire will be held responsible for all damages incurred. It is the Concessionaires responsibility that all stake holes are filled in and repaired. Any tent or canopy on the grounds is to be evacuated if the sustained wind speed exceeds 75% of the designed wind load of the structure, not to exceed 25 mph sustained wind.

- Tents shall be constructed in accordance with the International Fire Code 2012 Chapter 31: Tents and Other Membrane Structures.
- It is the vendor's responsibility to provide the appropriate safety equipment noted in IFC 2012 Chapter 31 including but not limited to exit signage, no smoking signage, fire extinguishers, and illumination.
- Tents or membrane structures and their accessories shall be adequately roped, braced and anchored to withstand the elements of weather and prevent against collapsing. Documentation of structural stability shall be furnished upon request.
- Unless approved and with a cooking hood, open flame or other devices emitting flame, fire or heat or any flammable or combustible liquids, gas, charcoal or other cooking device or any other unapproved devices shall not be permitted inside or located within 20 feet of the tent or membrane structure while open to the public.
- For tents larger than 200 sq ft, there shall be a minimum of at least three feet between the fabric envelope and all contents located inside the membrane structure.

TOBACCO USE

Employees are prohibited from using any tobacco products while at work. If an employee wishes to smoke while on a break, he or she must use the designated smoking areas. If additional clarification is needed on this issue, please contact the Concessions Office.

TRASH DISPOSAL

All trash must be placed in plastic bags before disposal into trash containers. All boxes must be broken down and placed in a trash dumpster and until Concessionaire is able to do so, please keep trash and boxes within the privacy fencing. Please do not stack boxes by the street, as this detracts from the cleanliness of the area. Grease barrels will be provided to Concessionaires. Please do not dump anything other than grease into these containers. Please ensure that the lids are closed when finished using them.

UTILITIES

No interruption or malfunction of a utility service shall constitute a breach of this Agreement by the ISFC.

VIOLATIONS

Any Concessionaire in violation of his or her Concessions Contract with the ISFC will receive written notice from the Concessions Office. **Violations include but are not limited to the following: the location is not open and staffed during the proper hours, smoking inside the location, dirty counters, trash in and around location, and ISDH violations.**

Concessionaires must correct the problem immediately. Any Concessionaire who refuses to immediately make the necessary corrections will be expelled from the Indiana State Fairgrounds, and if expelled his or her Concessions Contract will be cancelled.

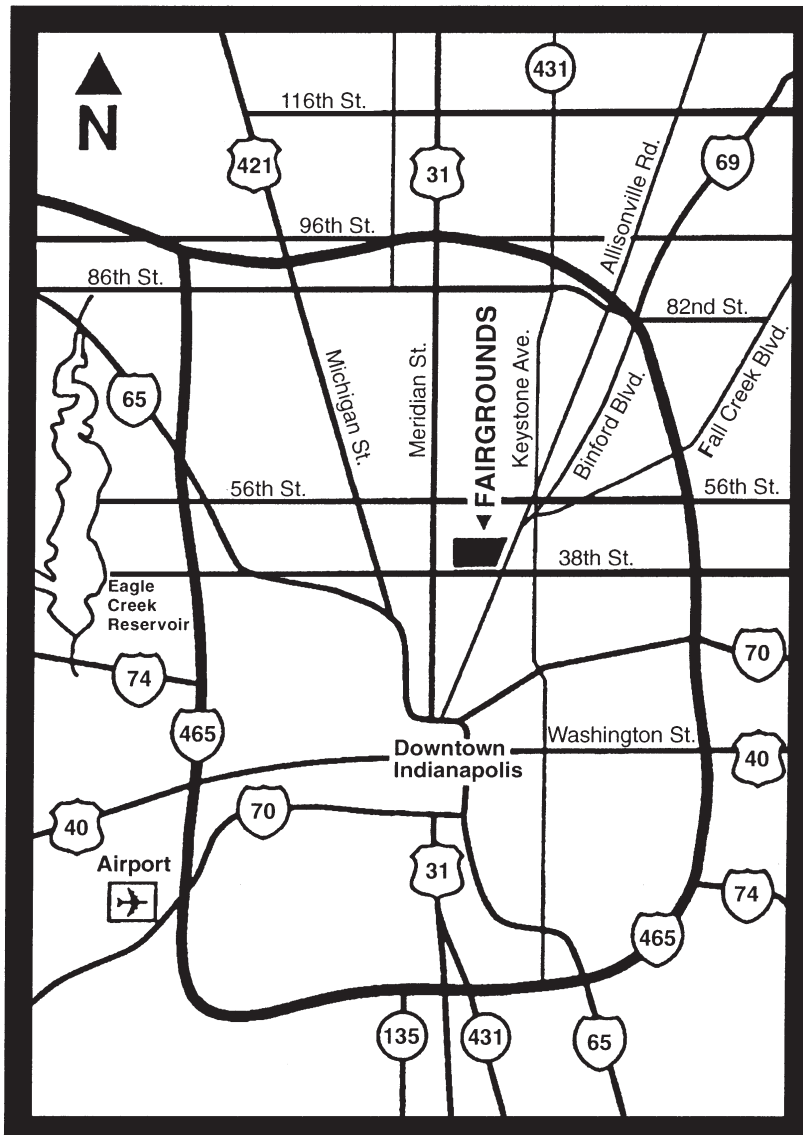
WORK ORDERS

Any Concessionaire requesting work to be done in their location will be issued a work order estimate. The Concessionaire must sign the work order estimate before work will begin. The Concessionaire will be responsible for this payment to the ISFC or Ermco Electric upon completion of the work and must submit payment to the Fair Bank.

The Indiana State Fair Commission reserves the final and absolute right to interpret any and all terms and conditions contained in this manual and to unilaterally determine all matters or questions, when necessary, that arise out of or are related to the 2015 Indiana State Fair. The ISFC further reserves the right to amend the terms and conditions of this manual when, in its sole discretion, any emergency exists or as circumstances warrant.

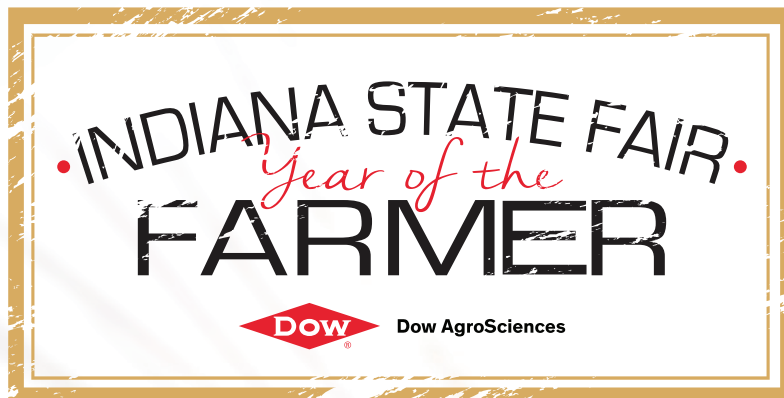
INDIANA STATE FAIRGROUNDS

Access Map



Indiana State Fairgrounds
1202 East 38th Street
Indianapolis, IN 46205-2869
(317) 927-7500
www.indianastatefair.com

*A detailed Indiana State Fairgrounds map is
available online at www.indianastatefair.com*



— AUGUST 7-23, 2015 —

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